DOCUMENT RESUME

ED 338 317 JC 910 540

TITLE Collective Bargaining Agreement between Barstow College Faculty Association and Barstow Community College District, 1988-1991.
INSTITUTION Barstow Community Coll. District, CA.
PUB DATE 88
NOTE 59p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Evaluation; Faculty Workload; Fringe Benefits; Grievance Procedures; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Teacher Promotion; *Teacher Salaries; Two Year Colleges; Unions
IDENTIFIERS Barstow College CA; California Teachers Association; National Education Association; *NEA Contracts

ABSTRACT

The collective bargaining agreement between the Barstow Community College District and the Barstow College Faculty Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1988 through June 1991, deals with the following topics: bargaining agent recognition; district and association rights; renegotiation; nondiscrimination; hours, terms, and conditions of employment; salary; health and welfare benefits; calendar and holidays; leaves of absence; faculty evaluations; safety and security committee; grievance procedures; retirement; compensation for, scope of assignment of, and selection, term, and removal of division chairs; savings provision; maintenance of standards; and reopeners. The 1988-89 and 1989-90 salary schedules are attached. (PAA)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED338317

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BARSTOW COLLEGE FACULTY ASSOCIATION

AND

BARSTOW COMMUNITY COLLEGE DISTRICT

1988 - 1991

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

BEST COPY AVAILABLE

Barstow, California

TABLE OF CONTENTS

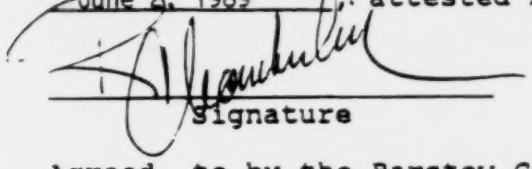
Article	I	Recognition	Page 2
Article	II	Notice	3
Article	III	District Rights	4
Article	IV	Association Rights	5
Article	V	Renegotiation	8
Article	VI	Nondiscrimination	9
Article	VII	Hours, Terms, & Conditions of Employment	10
Article	VIII	Salary	21
Article	IX	Health & Welfare Benefits	25
Article	X	Calendar & Holidays	26
Article	XI	Leaves	27
Article	XII	Evaluations	38
Article	XIII	Safety and Security Committee	41
Article	XIV	Grievance Procedure	43
Article	XV	Retirement	47
Article	XVI	Division Chairs	50
Article	XVII	Savings Provision	52
Article	XVIII	Maintenance of Standards	53
Article	XIX	Reopeners	54
Appendix	A	1988-89 Salary Schedule	
Appendix	B	1989-90 Salary Schedule	

AGREEMENT

1. The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Barstow Community College District ("District") and the Barstow College Faculty Association ("Association" or "BCFA"), an affiliate of CTA/NEA.

2. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code of this State.

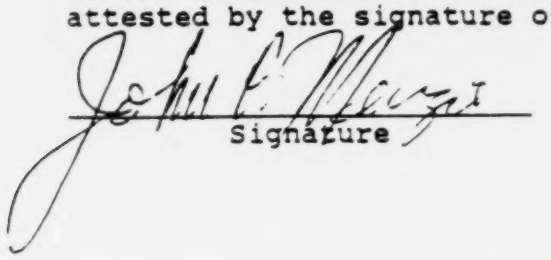
3. Agreed to by the Barstow College Faculty Association on June 2, 1989, attested by the signature of the President.



Signature

June 7, 1989
Date

4. Agreed to by the Barstow Community College District by vote of the Board of Trustees on June 6, 1989, attested by the signature of the Superintendent/President.



Signature

June 7, 1989
Date

ARTICLE I

RECOGNITION

1.1 The District recognizes the Association as the sole and exclusive representative and shall include all full- and part-time regular and contract certificated employees (hereinafter called "Faculty/Faculty Member") employed by the District, excluding all management, supervisory, and confidential employees.

ARTICLE II

NOTICE

2.1 Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery (and receipt signature) or by mailing the same by United States registered or certified mail, return receipt requested to the part entitled thereto at the address set forth below:

COLLEGE: CHAIRPERSON
DISTRICT NEGOTIATING TEAM
Barstow Community College District
2700 Barstow Road, Barstow, CA 92311

Alternate: DEAN OF STUDENT SERVICES
Barstow Community College District
2700 Barstow Road, Barstow, CA 92311

ASSOCIATION: CHAIRPERSON
BCFA NEGOTIATING TEAM
Barstow College Chapter, CTA/NEA
2700 Barstow Road, Barstow, CA 92311

Alternate: PRESIDENT
Barstow College Chapter, CTA/NEA
2700 Barstow Road, Barstow, CA 92311

Either party may change the address to which notce shall be given by a notice sent in accordance with the provisions in this article.

ARTICLE III

DISTRICT RIGHTS

3.1 All matters not specifically enumerated in this Agreement are reserved to the District, as provided by law.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 Facilities: The Association and its representatives shall have the free use of college equipment and facilities at all times, subject to the priorities of educational use and student use, for Association business. This shall include evening hours.

4.2 COMMUNICATION:

4.2.1 Bulletin Boards: The Association shall have the use of bulletin boards in the instructional complexes, faculty mail room, staff lounge, and the dining area.

4.2.2 Mailboxes: The Association shall have the right to use the college mail distribution services and the mailboxes for Association communications.

4.2.3 Reproduction Services: The Association may use the reproduction services, subject to institutional priorities, on an at-cost-basis.

4.2.4 Barstow College Directory: The District will furnish a directory of all full-time certificated staff annually and a directory of part-time staff every semester. The directory will be published as soon as possible after the first week of the Fall term and the part-time directory as soon as possible after the first week of every term.

4.3 RIGHT OF ACCESS: Duly authorized Association representatives may conduct official Association business on campus, with individual employees at any time other than during the individual employee's instructional classroom hours or assigned duties.

4.4 ASSOCIATION PRESENTATIONS AT BOARD MEETINGS: The Association representative shall have the right of input during discussion on any Board agenda item related to Association interests.

4.5 BARGAINING UNIT INFORMATION:

4.5.1 Board Agendas: The District shall provide the Association, within the week prior to each meeting of the Board of Trustees, a copy of the complete Board agenda.

8

4.5.2 Copies of District Reports: The District shall, upon request, furnish the Association with two copies of all District, County and State reports as soon as the reports are transmitted to the District, County, or State, and all copies of all budgetary and other information compiled as soon as they become available to either the Board or the Administration.

4.6 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS:

4.6.1 Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the Fiscal Manager, an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessment of the Association.

4.6.2 Such authorization shall continue in effect from year to year unless revoked in writing.

4.6.3 Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the Faculty Member each month for ten months beginning with the first regular salary check of the academic year.

4.6.4 Deduction for Faculty members who sign such authorization after the beginning of the academic year shall be appropriately prorated to complete payments by the end of the period for which the Faculty Member is contractually employed during the current academic year.

4.6.5 The District agrees to remit all such sums, so deducted from employee salary, to the Association's designee within fifteen (15) days following the date of deduction from the employee's pay warrent. Such remittance shall be accompanied by an alphabetical list of Faculty Members from whom such deductions have been made and the amount deducted from each, when computer facilities are available for maintaining such records.

4.6.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.

4.6.7 Upon appropriate written authorization from the Faculty Members, the District shall deduct from the salary of that Faculty Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the District.

4.7 The Association right to meet and consult on budget decisions is recognized by the District.

4.7.1 Should any new positions be established during the term of this Agreement, the placement of those positions in or out of the Bargaining Unit shall be negotiated with the Association.

ARTICLE V

RENEGOTIATION

5.1 If either party desires to modify or amend this Agreement for a future term, it shall, during the month of December, provide to the other, written notice of intent to amend or modify and shall include with such notice ten (10) complete copies of proposed modifications.

5.2 Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence at the mutually acceptable time and place for the purpose of considering proposed modifications of amendments to this Agreement.

5.3 The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.

5.4 Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with five (5) days notice to the other party.

5.5 The District and the Association agree to furnish the other party, upon request, copies of reports and records that will facilitate the bargaining process.

5.6 Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification and the District to the Board of Trustees for approval.

ARTICLE VI

NONDISCRIMINATION

6.1 Discrimination

In accordance with applicable law, the District and the Association are not to discriminate against any faculty member covered by this Agreement.

6.1.1 Further, it is agreed that the District and the Association shall agree not to discriminate by any act of omission or commission or procedure in the filling of any position assigned to the representative unit covered by this Agreement.

6.1.2 In the context of this Article, a discriminatory act is one which results from a judgment or decision based upon any consideration of gender, age, handicap, religion, creed, national origin, or any combination thereof.

6.2 Conformity to Law

The District management agrees not to interfere with the rights of faculty covered by this Agreement. And there shall be no coercion of any faculty member because of Association membership and/or other lawful union activities.

6.3 Affirmative Action

The District management and the Association shall meet and consult upon notice prior to any changes to the already-adopted Affirmative Action Plan that might affect the members of the Association.

6.3.1 The Affirmative Action Officer shall meet and confer, upon request, with the Executive Committee of the Association on all personnel matters that might affect the faculty.

ARTICLE VII

HOURS, TERMS, AND CONDITIONS OF EMPLOYMENT

7.1 Annual and Weekly Requirement

7.1.1 Days of Service in Academic Year: The assignment of days of service for each academic year shall be 178.

7.1.2 Full-time instructors are employed for a basic work week averaging forty (40) hours to comprise lecture hours or equivalent (see 7.2 Standard Academic Lecture Load), office hours, unscheduled teaching-related hours, and other professional duties hours.

7.1.2.1 Each full-time instructor shall be present on campus for thirty (30) hours a week, including a minimum of two (2) hours per day, five (5) days a week, Monday through Friday.

7.1.2.2 Each full-time instructor shall maintain a schedule of at least five (5) office hours per week for every school week, on no fewer than four (4) days per week as office time for consulting with and assisting students.

7.1.2.3 Office hours are to be scheduled to meet the needs of the students, potential students, and the needs of the educational program of the College. Each scheduled period of office time shall be no less than one hour. Night office hours (after 5:00 p.m.) shall be scheduled in proportion to night classes.

7.1.2.4 At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of office hours to the appropriate dean for approval. Such approval shall not be unreasonably witheld. The dean and the PABX station attendant shall maintain the approved schedule of office hours of each instructor, and the instructor shall post the approved office hours on his/her office door.

7.1.2.5 During the period of term examinations, each full-time instructor shall meet his/her assigned examination schedule and at least two (2) office hours on each day of the examination schedule.

7.1.2.6 Where more than two (2) examinations are assigned to a full-time instructor on a given day, the instructor shall have the option of shifting some of the required office hours to another day of the examination schedule.

7.1.2.7 Examination week office hour schedules shall be separately reported, approved, and posted by each full-time instructor.

7.1.3 Graduation: Participation in the annual graduation and honors day ceremonies, including the academic procession on commencement day is part of the contractual obligation of all certificated staff members. The academic regalia will be at no cost to the staff.

7.1.4 The instructional staff shall have authority and/or responsibility for:

7.1.4.1 Assessing students' achievement of approved course objectives;

7.1.4.2 Assigning grades to students and maintaining a record on the basis for such grades;

7.1.4.3 Dropping students from class for non-attendance, non-performance, or persistent disruption;

7.1.4.4 Suspending students for acute disruption of class. Such suspension shall be reported on the same day to the instruction office and the office of the Dean of Student Services in writing, setting forth the circumstances and names of witnesses. Such suspension shall not exceed one day following the day of the suspension;

7.1.4.5 To utilize appropriate student assignments;

7.1.4.6 To utilize appropriate instructional techniques and aids; and

7.1.4.7 To furnish students in the first week of class with syllabi and course objectives; grading and weighting standards to be employed in the course, per college policies 513.20-2.

7.1.5 The District shall not preempt the above without reasonable cause.

7.1.6 Nothing herein shall preclude evaluation panels or administrative evaluation from reviewing the above items in evaluating the instructor's performance.

7.1.7 As part of the normal work week, any or all of the following duties may be assigned to the full-time staff over and above scheduled classes and laboratories and office hours: in-service training, District committee meetings, preparation, academic advisement appointments or available hours, recruitment, registration/enrollment booths, club or other activity advisement/sponsor service; other professional duties, including unscheduled teaching-related hours, not to average over 40 hours a week in total. (Also see 7.1.2)

7.1.7.1 Every member of the unit may attend one or more professional conventions or workshops per year with the approval of the administration.

7.1.7.2 Meeting of the Faculty Association and the offices and committees thereof are not District functions and are outside of duty hours.

7.1.8 Faculty members are assigned and tendered keys to their respective offices and rooms and/or complexes in which they are assigned classes. Such keys shall not be loaned to or used by students or any person other than the individual to whom they are issued. Violation of this section shall constitute good cause for disciplinary action.

7.1.9 Off-Campus Assignments: Assignment of staff to off-campus sites lies within the District right of assignment. Such assignments will be limited by the following conditions:

7.1.9.1 Travel to and from the assigned duty shall be in District vehicles or recompensed at approved mileage rates.

7.1.9.2 Travel time shall be recompensed at .5 of the overtime applicable per hour of travel calculated from the college to the assigned site.

7.1.9.3 Off-campus is defined as any site outside a ten-mile radius of Barstow College.

7.1.9.4 All such assignments will be on a voluntary overtime basis provided that a qualified full-time or a qualified part-time instructor will volunteer. If not, the District may assign full-time instructors to such classes on a regular load basis.

7.1.10 SHORT-TERM SUBSTITUTE AND CERTIFICATED PROCTORING RATE

7.1.10.1 Where the modules scheduled for the day or days of substitution are so taught that they meet the syllabus/course outline requirement for the course in question for the time period in question, such substitutes shall be paid at the appropriate overtime rate. The appropriate dean and the instructor of record will determine whether such service is substituting or proctoring.

7.1.10.2 Short-term substitution and proctoring shall be paid at .5 of the appropriate overtime rate.

7.1.11 Protective Attire:

Protective attire and devices for laboratory and shop courses shall be provided and maintained at District expense. The instructor is responsible for monitoring the condition and availability of all such devices for him/herself and students, reporting substandard conditions, and requisitioning repairs and/or replacements.

7.2 FACULTY LOAD POLICY INSTRUCTION

7.2.1 Lectures

7.2.1.1 The norm for load purposes shall be the standard lecture hour (SLH), assuming substantial outside preparation, student papers, written quizzes and examinations. Such hours shall be calculated as a full hour (1.00).

7.2.1.2 Orientation shall be calcualted at 1.0 SLH.

7.2.1.3 The load factor for lecture classes in which automatic video and/or visual media such as movie projectors, record players and supplementary television are used over 25% of the semester shall be .85.

7.2.1.4 The weekly equated hour load for instructors of lecture classes shall be 15 SLH per semester, not to exceed a total of 30 SLH for the year.

7.2.1.5 Factored load hours shall be calculated by treating fractional parts of a total hour load as the next higher number beginning with .50, as the next lower number .01 through .49. Thus, 21 hours at .75 = 15.75 to be read as 16; 23 hours at .70 = 16.1 to be read as 16. Annual load shall be 30 hours (29.5 through 30.49).

7.2.1.6 All factored class hours shall be calculated as a percentage of the standard lecture hour. (SLH)

7.2.1.7 English composition shall be factored at 1.10.

7.2.2 Academic Laboratories: Science and comparable labs shall carry a factor of .85 SLH.

7.2.3 Learning Laboratories: Laboratories in remedial reading, writing, and mathematics shall be factored at .85 SLH.

7.2.4 Physical Education Activity Classes:

7.2.4.1 P.E. activity classes shall be factored at .85 SLH.

7.2.4.2 Coaching intercollegiate teams shall carry 10 hours per week for one semester for the season. These 10 hours may be split over two semesters, where appropriate. All coaches will receive a stipend of $1,500 and 10 hours of assigned time per annum.

7.2.5 Performance Classes: in music, drama, and art shall be factored at .85 SLH.

7.2.6 Mandated Programs: Where programs are mandated by an outside agency, such as diesel mechanics, the load factor shall be based on the specific requirements of the mandating agency. These requirements shall constitute a teaching load (15 equated hours) for each district instructor to whom they apply.

7.2.7 Automative Laboratories: Automative and diesel classes shall be factored at .85 SLH.

7.2.8 Business Laboratories: Business laboratories shall be factored at .85 SLH.

7.3 TELEVISION COURSES

ITV courses are factored at .45.

7.3.1 The Dean of Instruction shall have the authority to make assignments of television courses to any

instructor whose equated load does not reach 30 SLH hours annualized.

7.3.2 Hours for television courses are the units assigned to the individual class.

7.4 INDEPENDENT STUDIES AND CREDIT BY EXAMINATION

7.4.1 Independent Studies: Independent studies is generally scheduled for one or two hours per week. They are designed to meet the need for classes which will not produce minimum enrollment. The load factor shall be .20 plus .05 for each additional student. Such classes are offered only at the discretion of the chief instructional officer. Policy 125.20-3 A unit member may decline this assignment as a condition of meeting an underload.

7.4.2 Credit by Examination

7.4.2.1 Credit by Examination will carry no premium where students take only the final examination in a currently scheduled class.

7.4.2.2 Credit by Examination in all other cases will carry one hour for the first student in a Credit by Examination and .5 hours for each additional student for the same examination, up to five (5) students.

7.5 WORK EXPERIENCE

Instructors in work-experience courses are required to meet with students once a week and to visit their off-campus work sites. The chief loading variable is the number of students involved. Each student shall count as .093 of a teaching load. Total load shall not exceed 125 students. About 44 students are equivalent to 4 SLH.

7.6 OVERLOAD

7.6.1 Overload shall be paid when the Instructor's load exceeds 30 equated hours on an annual basis.

7.6.2 Overload pay will be based on 1 SLH per classroom hour.

7.6.3 Overload will be paid prior to the conclusion of any school year.

7.6.4 Overload compensation shall be at rate of $21.43 per factored load hour of the Certificated Salary Schedule for Class I and II, $23.71 for Class III, and $25.96 for Class IV and V.

7.6.5 Overload assignments shall not exceed 12 hours annually.

7.7 EVENING ASSIGNMENTS;

As an institution which attracts students of many ages and circumstances, Barstow College offers courses from 7 a.m. to 10 p.m. Monday through Thursdays and 7 a.m. through 5 p.m. on Fridays. Students attend classes during this time; therefore, instructors are assigned classes in the evening program, as well as in the day program.

7.7.1 All assignments will fall into one continuous eight-hour block or into two blocks of at least two hours each, not to exceed a total of eight hours.

7.7.2 No other assignments will be made on those days of split shift which fall between the two blocks of time. The instructor will have a minimum of four hours between shifts.

7.7.3 Turn-around time will not be less than ten hours.

7.7.4 Travel time will be included in the eight-hour time block or the two blocks.

7.7.5 Instructors may be assigned no more than one evening class per term nor more than four evening classes in any two-year period with exceptions noted in 7.7.6.

7.7.6 Instructors may be assigned three or more consecutive evening assignments to sequential classes provided that no more than four evening assignments are made within a two-year period.

7.7.7 Equity between early and late eveing assignments will be maintained over a two-year period.

7.7.8 Instructors may agree to accept more than one evening class per term and/or less than ten hours turn-around time.

7.7.9 This article applies only to District assignments and does not include overtime overload classes.

7.7.10 Exceptions, for this section and subsections, may be made when an instructor has an underload.

7.8 SUMMER SCHOOL COMPENSATION

7.8.1 Summer School Salaries shall be at the rates per factored standard lecture hour per Section 7.2 and will be set at .00125 of 1987-88 Salary Schedule. The Instructor's placement on the salary schedule shall be at the Range and Step of the salary schedule in effect as of the year that Summer School begins.

7.9 DETERMINATION OF LOAD: Determination as to which load factors apply to each course shall be made by the Dean of Instruction and the chairman of the BCFA negotiating team.

7.9.1 Appeals may be made through the Load Equity Committee.

7.9.2 The Load Equity Committee will be an Ad Hoc Committee, composed of the division chairperson and the appropriate dean.

7.9.3 The determinations of the committee will be advisory only, but will be admissible evidence in a formal grievance procedure.

7.10 NEW PREPARATIONS

7.10.1 A new preparation is defined as a course of instruction which the instructor has not taught in two or more years.

7.10.2 Instructors will be given one term's notice of assignment to a new preparation.

7.10.3 If it becomes necessary to assign one or more new preparations without one term's notice, the instructor so assigned will be relieved of all other non-teaching District assignments for the term in which that course of instruction is offered.

7.11 COUNSELOR LOAD

7.11.1 Counselors are assigned thirty-five (35) hours per week of regular duties per the current job description.

7.11.1.1 Counselors are responsible for forty (40) hours per week of college-related activities; five (5) hours are reserved to District Committee meetings, sponsorship of campus student organizations, and/or additional support for assigned liaison areas over the basic thirty-five (35) hours of regularly assigned duty hours.

7.11.2 Work Year

7.11.2.1 Counselors are assigned to a 178 day contract.

7.11.2.2 District may add 18 days or 10% to the contract.

7.11.2.3 Any ten (10) months of the year may be assigned by the Chief Student Services Officer.

7.11.2.4 Where July and/or August are assigned as part of the contract year, the corresponding time off during the regular academic year shall be negotiated with the Chief Student Services Officer.

7.11.3 Salary

Salary will be placement on the instructional salary schedule.

7.11.4 Off-Campus Duties

7.11.4.1 Where travel is required, District vehicles will be furnished. In the absence of available District vehicles, mileage will be reimbursed at regular college rates.

7.11.4.2 Travel time wil be reimbursed on assigned duties at .5 of the appropriate overtime rate per hour. Such time will be considered part of the 40-hour week.

7.11.5 Counselors are required to log student contacts and time dedicated to other assigned activities in order to quantify and permit analysis of function.

7.11.6 Counselors are expected to attend workshops, conferences, etc., to maintain currency in their special assignment areas. These are not considered assigned duties. The District will pay specified expenses excluding travel time.

7.11.7 Counselors are assigned reading in the field and may be required to submit reports or summaries of such reading. Counselors are expected to do reading and research on their own special areas of competence and responsibility and to make the rest of the department aware of changes, developments, and influences within that area.

7.12 MINIMUM CLASS SIZE

7.12.1 Class Size Guidelines: Classes which have sixteen (16) or more students enrolled and attending class as of the last day for student registration are not subject to cancellation for lack of enrollment.

7.12.1.1 Classes with fewer than sixteen (16) students enrolled and attending class are subject to cancellation for low enrollment. Cancellations may occur up to and including the last day for student registration, unless a variance is granted.

7.13 VARIANCES

Variances may be granted for any of the following:

7.13.1 When late registration may add sufficiently to the enrollment.

7.13.2 When the class is an advanced course in a sequence and expected attrition has occurred.

7.13.3 Where the class is being offered at a time designed to extend the school day and add to facility utilization.

7.13.4 Where the class launches a newly developed program.

7.13.5 A variance shall be granted where the Instructor Student Load is the equivalent of 90 or more students (270 WSCH).

7.13.6 Where other sections are filled and the offering is the first course in a sequence.

7.13.7 Where the course is to be offered but once during the school year and is a requirement for a major, certificate, or degree.

7.13.8 Under normal circumstances, no classes shall be cancelled after the last day for student registration for any semester of instruction.

7.13.9 Where conditions or safety of facility size dictate smaller enrollments.

7.13.10 Off campus enrollment shall be equal to 80% of on campus enrollment.

7.14 ALTERNATIVE ASSIGNMENTS

When a class assigned to be taught by a regular or full-time contract employee (more than 60% of contract) is cancelled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent three (3) semesters, which may include Summer School, or the assignment of other professional duties at the rate of 2.3 hours per class hour. It shall be the responsibility of the Division Chairperson and the Dean of Instruction to carry out the provisions of this policy in the best interest of the college.

7.14.1 Such assignments shall be limited to 19 equated load hours per semester.

ARTICLE VIII

SALARY

8.1 INITIAL PLACEMENT ON SALARY SCHEDULE

8.1.1 Board Authority: The Board retains the final authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.

8.1.2 Professional Preparation Committee: The placement of an individual on the salary schedule shall be the responsibility of the Superintendent/President and shall be made with consideration of the recommendation of the Professional Preparation Committee.

8.1.3 The Professional Preparation Committee may recommend appropriate service for salary placement purposes: e.g., differentiate for placement purposes on the type and level of previous instruction.

8.1.4 Previous Experience: Documented work experience in occupations related to the instructor's field of teaching specialization may be credited on the basis of 3.1 (3 years of successful employment may be counted as the equivalent of 1 year of successful teaching experience).

8.1.5 A 1.1 ratio will apply for previous community college instruction.

8.1.6 Limitations: Credit for work experience outside education cannot exceed Step 6, without specific recommendation of the Professional Preparation Committee.

8.1.7 Placement Maximum: The Superintendent/President is authorized to credit, for placement on the salary schedule, past service of an applicant for employment in this District up to a maximum of eight years.

8.1.8 Fraud: Any employees' misstatement of fact material to the determination of salary shall be considered grounds for dismissal.

8.1.9 Uniformity: These regulations shall be uniformly applied to all applicants.

8.1.10 Acceptable Degrees and Units for Placement or Lateral Movement on Salary Schedule

8.1.10.1 Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

8.1.10.1.1 Middle State Association of College and Secondary Schools (MSA);

8.1.10.1.2 New England Association of College and Secondary Schools (NEA);

8.1.10.1.3 North Central Association of Colleges and Secondary Schools (NCA);

8.1.10.1.4 Northwest Association of Secondary and Higher Schools (NWA);

8.1.10.1.5 Southern Association of College and Schools (SACS);

8.1.10.1.6 Western Association of Schools and Colleges (WASC).

8.1.10.2 All units must be upper division or graduate level with the following exceptions:

8.1.10.2.1 Occupational instructors placed on Columns I or II;

8.1.10.2.2 Demonstrated benefit to the college within retraining goal approved by the Superintendent/President.

8.1.10.3 Units in addition to those required for degree (to be used for placement and advancement on salary schedule) must have been completed after date of completion of degree.

8.1.10.4 Units earned in a foreign country will be evaluated on a individual basis.

8.2 SALARY UPON PLACEMENT

8.2.1 Base salary for unit members shall be in accord with the Salary Schedule in Appendix A, attached hereto and included by reference.

8.3 Part-Time Faculty: A temporary part-time faculty member in the Barstow Community College District is one who serves in a certificated position reaching 60% or less of the annual normal course teaching load of a full-time instructor with comparable course duties, or one who serves as a certificated counselor or librarian at 60% or less of the normal full-time load of a full-time counselor or librarian with comparable duties.

8.4 Advancement or Diversification Opportunities: Staff vacancies which represent opportunities for professional advancement or diversification shall be made known to District personnel so that they may apply for such positions.

8.5 The District agrees to increase the certificated contract salary schedule for 1988-89 by 7%.

8.6 The District agrees to increase the certificated contract salary schedule for 1989-90 by 6%.

8.7 Computation of Salary Inflation Increase for 1990-91
Contract salary and Health and Welfare Benefit Increase shall be determined by calculating (A) the sum of contract salaries without an inflation increase for 1990-91 and (B) the sum of the Health and Welfare Benefit costs for the same contract salaries for 1989-90.

(C) The sum of (A) above times the 1990-91 state apportionment COLA equals the salary COLA amount.

(D) The sum of (B) above times the 1990-91 state apportionment COLA equals the Health and Welfare COLA amount.

(E) If the Health and Welfare costs for 1990-91 are less than the 1989-90 costs plus the COLA the difference shall be added to the salary COLA amount in (C) above.

(F) If the health and welfare costs for 1990-91 are greater than the 1989-90 costs plus the COLA the difference shall be subtracted from the salary COLA amount in (C) above.

The percentage increase shall be determined by dividing the amount in (C) adjusted by (E) or (F) by the 1990-91 contract salaries without the COLA.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

9.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE:

9.1.1 The District will contribute for full-time bargaining unit members up to $5,500 annually for medical, dental, and vision for each unit member and their dependants and life insurance and income protection for each unit member.

9.1.2 For 1989-90 any insurance premium cost exceeding $5,500 shall be shared 66 2/3% by the District and 33 1/3% by the unit member.

9.2 A Risk Management Committee shall be formed consisting of 2 Administrators, 2 Members of BCFA, and 2 members of CSEA.

9.2.1 The purpose shall be to be informed in the area of the various insurances and to make recommendations for changes when in the best interests of the institution. The committee shall report to the Board of Trustees annually.

ARTICLE X

CALENDAR AND HOLIDAYS

10.1 HOLIDAYS: Holidays shall be set in accord with the Education Code, plus such additional days or part-days as may be declared by the Board of Trustees, the Governor of the State, or the President of the United States.

10.1.1 The Annual Calendar shall not exceed 178 days, including preparation days or other work days.

10.2 CALENDAR PARAMETERS: Every effort will be made to have the calendar coincide with the schedule at the Barstow Unified School District.

10.2.1 A two week break shall be scheduled over the Christmas holidays and shall include both Christmas Day and New Years Day.

10.2.2 At least one week without work days will be scheduled between semesters.

10.2.3 Within the above parameters, the calendar will schedule at least 80 days in each semester with optimal parity of days for each day of the week.

10.2.4 One week spring break shall be scheduled.

10.2.5 Classes shall begin early in September.

ARTICLE XI

LEAVES

11.1 SICK LEAVE

11.1.1 District Rights: The Board of Trustees reserves the right to specify within the limits of statute, the manner of verifying the legitimacy of leave taken.

11.1.2 Amount of Leave: Certificated employees employed full-time within the District are entitled to one day of sick leave each month of contract service.

11.1.3 Overtime hours and summer employment for full-time certificated staff will generate additional sick leave on a pro-rata base.

11.1.4 Unused sick leave shall be cumulative from year to year.

11.1.5 Extended Leave: When a certificated employee is absent for more than his or her annual sick leave entitlement (10 days) because of illness or accident, the next five school months shall be paid in the following manner:

11.1.5.1 First, the accumulated sick leave entitlement carried over from the previous school year shall be applied. The certificated employee shall receive full salary compensation for these days of absence.

11.1.5.2 Second, the balance of the five months the certificated employee is absent from duty shall be compensated for at a rate which is the difference between what the employee would have received during the period of absence, and that which would have been paid to substitute in accordance with the District salary schedule for part-time and temporary employees.

11.1.5.3 Limitations: should a certificated employee be absent for more than 100 working days because of illness or accident, the employee is entitled to receive full salary compensation only if there are days remaining in the employee's accumulated sick leave entitlement. This compensated leave shall terminate when all such entitlement is taken.

11.1.6 Physician's Statement: Employees absent for more than five (5) consecutive days may be required to submit a physician's statement or that of a person authorized by any well-recognized church or denomination to treat people stating the reason for absence and whether or not the employee can perform all assigned duties.

11.1.7 Involuntary Sick Leave: Should a certificated employee of the District, in the opinion of an administrator, show evidence of deviation from normal physical or mental health, the administration shall report this to the Superintendent/President, who shall recommend a course of action in accordance with state law.

11.1.8 Records: The personnel records of this District shall show the attendance of each employee and such days as the employee may be absent for reason of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee.

11.1.9 Abuses: Misuse of such leave shall be considered a serious infraction of Board rules subject to the Board's power to discipline employees up to and including discharge (Ed. Code Sections 87764, 87780-82).

11.2 INDUSTRIAL ACCIDENT LEAVE: Allowable leaves shall be for a maximum of sixty days for each accident in any one fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District.

11.2.1 Limitations

11.2.1.1 Allowable leave shall not be accumulated from year to year.

11.2.1.2 Allowable leave shall commence on the first day of absence.

11.2.1.3 Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the employee under workman's compensation laws, exceed the normal monthly salary.

11.2.1.4 Industrial accident or illness leave will be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

11.2.1.5 When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

11.3 EXTENDED LEAVE: If the sixty-day leave of absence is exhausted and the employee is not medically able to return to work, he or she shall then be entitled to the provisions of Education Code Sections 87780, 87781, and 87786. If the employee continues to receive temporary disability indemnity, it will result in a payment to him or her of not more than his or her full salary.

11.3.1 District Compensation: The employee shall endorse to the district the temporary disability indemnity checks on account of his or her industrial accident or illness if during any pay period he or she receives full and regular pay from the District.

11.3.2 Interstate Travel: Any employee receiving benefits from industrial accident or illness leave may be absent from the State of California for not more than forty-eight hours, unless authorized by the Board of Trustees to travel outside the state.

11.3.3 Doctor's Certification: Employees requesting or claiming leave of absence for industrial accident or illness are required to provide doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District. (Ed. Code Section 87787)

11.4 MATERNITY LEAVE: The Board of Trustees shall provide for leaves of absence, subject to law and the policies of this Board, for any certified employee of this District whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absences may be requested and granted only in accordance with Board policy on temporary disability (sick leave) and extended leaves of absence.

11.4.1 An employee whose pregnancy has been certified shall report her condition to her supervisor as soon thereafter as possible and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth or recovery therefrom.

11.4.2 Certification of Fitness: A pregnant employee shall present to her supervisor a written statement by her physician of her physical capacity to perform the duties of her position:

11.4.2.1 At the time she notifies the Board of her pregnancy;

11.4.2.2 Monthly during the course of pregnancy;

11.4.2.3 Before she resumes her duties following the termination of pregnancy;

11.4.2.4 When notwithstanding such certification of fitness, the performance of a pregnant employee has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, or when the employee has been absent more than five (5) consecutive days, the employee shall then be required to submit a physician's statement that she is physically fit to perform the duties assigned to her.

11.4.3 Temporary Disability Leave: A pregnant employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom on the same basis as leave granted for any temporary disability (sick leave).

11.4.3.1 The employee and her physician shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties; and, report that date to her supervisor in order that substitutional services may be arranged and the educational program suffer the least interruption.

11.4.3.2 Similarly, the employee and her physician shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

11.4.3.3 In either case, the Board may verify the claim of the employee that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure of Certification of Fitness.

11.4.4 Extended Leave of Absence: An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or beyond the terminations of such disability or both, may request such leave in accordance with Board policy on extended leaves of absence. (Ed. Code Section 87766/Labor Code Section 1420.2)

11.5 PERSONAL NECESSITY LEAVE: The Board shall, in accordance with the law and pursuant to the provisions of the policy, provide for an employee's absence for personal necessity while charging such absence to sick leave.

11.5.1 Limits: The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the number of sick days which may be used in any school year for personal necessity leave.

11.5.1.1 The total number of days used for personal necessity leave in any school year may not exceed six (6).

11.5.1.2 Request for personal necessity leave shall be made at least three (3) days in advance to his/her immediate supervisor who reserves the right to verify such request by any appropriate means.

11.5.2 Exceptions to Advanced Notice: Advance permission is not required in the following situations specified by law:

11.5.2.1 Death or serious illness of a member of his/her immediate family; or,

11.5.2.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

11.5.3 Reason for Leave: Personal necessity leave may be taken for the following reasons:

11.5.3.1 Serious illness of a member of the employee's immediate family;

11.5.3.2 Accident involving the employee's person or property;

11.5.3.3 Accident involving the person or property of a member of the employee's immediate family. Definition: Ed. Code Section 87788; or

11.5.3.4 Death of a member of the employee's immediate family for the time requested in excess of that specified by statute.

11.5.4 Exclusions:

11.5.4.1 Extension of a school holiday or vacation;

11.5.4.2 Social event (wedding of self or family member, reunion, etc.);

11.5.4.3 Job interview for position outside District.

11.5.5 Compensation: Compensation for personal necessity leave shall be in accordance with the applicable provisions of the sick leave policy of this Board. (Ed. Code Section 87784).

11.6 EXCEPTION: The Board reserves the right of grant leaves of absence, for the purposes not otherwise covered by Board policy, when, in the judgment of the Superintendent/President, such action will be mutually beneficial to the employee and the college.

11.6.1 Personal Business Leave: A unit member shall be entitled to five (5) days leave each school year for personal reasons subject to the following conditions:

11.6.1.1 This leave shall not be used for purposes of convenience for matters that can be taken care of outside of the normal work hours;

11.6.1.2 This leave must be taken in full day increments and shall be limited to three (3) percent of the total number of unit members on any given date;

11.6.1.3 Unit members seeking this leave must file a written request stating the reasons for the request with the chief instructional officer for approval by the Superintendent/President one week in advance of such leave;

11.6.1.4 The District shall subtract from the unit member's salary an amount equal to the established substitute teacher daily rate when a substitute is used;

11.6.1.5 If the person applying for leave arranges for a substitute acceptable to the chief instructional officer which involves no expense to the District, no salary deduction shall be made.

11.7 BEREAVEMENT LEAVE: Every person employed by this community college district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or the governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used for this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Ed. Code Section 87788)

11.8 COURT DUTY:

11.8.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the initiation of the faculty member.

11.8.2 Jury Duty: A leave of absence without loss of salary shall be granted to a faculty member who is officially called to jury duty. Juror's fees, exclusive of mileage, received by the faculty member shall be deposited to the credit of the District.

11.8.3 Court Appearances: For any necessary court or agency appearances, the faculty member may use available personal necessity leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

11.9 MILITARY LEAVE: Certificated employees who enter the military service of the United States in California are entitled to a military leave.

11.9.1 Continuity: Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

11.9.2 Reinstatement Rights: Within six (6) months after an employee honorably leaves the service or has been placed on inactive duty, he or she shall, subject to the provisions of the Ed. Code 87832, be entitled to return to the position held at the time of entrance into the service, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the District.

11.9.3 Compensation: Certificated employees ordered into military service are entitled to one month's pay from the District if one year of service has been rendered to the District.

11.9.4 National Guard: Members of the National Guard are entitled to leave without regard to the length of their public service (Ed. Code Section 87832).

11.10 UNCOMPENSATED LEAVE: It is the policy of the Board that leaves of absence without pay not to exceed once a year may be granted by the Board upon the recommendation of the Superintendent/President. Such leaves shall benefit the school and students of the District will normally be granted for a school year, July 1 through June 30.

11.10.1 Notice: If a person wishes to take a leave under this policy, a written request must be presented to the Superintendent/President's office at least four (4) months prior to the effective date of the leave. It is a condition to the granting of an annual college year leave that the employee must notify the district in writing, not later than April 1, whether or not he/she intends to return the following fall. If no notification has been received by the District, the Board shall consider the instructor to have resigned his/her position.

11.10.2 Restrictions:

11.10.2.1 No leave shall be granted during the school year unless a satisfactory replacement can be obtained.

11.10.2.2 No salary increment shall be granted for time spent on annual leave. Upon his/her return to teaching, an employee's salary shall be one step higher than that received during his/her last full year of service.

11.10.2.3 A regular leave of absence may be granted only to those instructors who have achieved permanent status. Under extenuating circumstances and with the approval of the Superintendent/President, the Board of Trustees may grant a regular leave to a probationary employee.

11.10.3 Exception: The Board reserves the right to grant leaves of absence for purposes not otherwise covered by Board Policy, when in the judgment of the Board such action will mutually benefit the employee and the College (Ed. Code Sections 87763-

11.11 PROFESSIONAL GROWTH LEAVE--Sabbatical: Professional growth leaves may be granted for study and training, and for purposes deemed to be beneficial and in the best interest of the college district. Professional growth leave is a valuable means of furthering the educational growth of the staff, and is intended for this specific purpose. Plans setting forth the program of the applicant will accompany and be part of each letter of the application.

11.11.1 Benefit to the District: The Board of Trustees, upon the advice and recommendation of the Superintendent/President, may grant Professional Growth Leave to any certificated employee who has qualified by submitting an acceptable plan of proposed activity to be carried on during the leave, which will be of benefit to the college district.

11.11.2 Financial Ability of the District: Professional Growth Leaves may be granted each year based upon financial ability of the District.

11.11.3 Eligibility: A certificated employee engaged in full-time teaching shall be eligible for a professional growth leave at any time it is deemed to be of benefit to the District.

11.11.4 Duration:

11.11.4.1 Such leaves may be granted for any period of time deemed to be beneficial to the District. Extended professional growth leaves shall not be considered as an interruption in service to the District, and such time shall be computed for normal progression on the salary schedule.

11.11.5 Application Procedure: Application for extended professional growth leave, including plans, will be presented to the administration by February 1, preceding the school year in which the proposed leave is to begin. The District may waive this deadline if it is deemed to be in the best interests of the institution.

11.11.6 Other Requirements: In order to be granted a professional leave, the certificated employee must:

11.11.7.1 Render a period of service in the employ of the Board following his or her return from the leave of absence which is equal to twice the period if the leave;

11.11.7.2 Post a bond indemnifying the Board against loss in the event the employee fails to render the agreed upon period of service following return from the leave; and,

11.11.7.3 Sign the contract of agreement for the professional growth leave.

11.11.8 Exemptions: If the leave itself or the return to post-leave service is interrupted or prevented by a serious accident, illness, or death, the terms of the leave shall not be considered violated.

11.11.9 Stipend: Pay for the sabbatical-leave time shall be calculated at fifty percent (50%) of the rate at which the employee would have been paid had he/she continued in normal service for one year, or seventy-five percent (75%) for one semester. However, if the leave is considered to be of considerable benefit to the District, as in the case of a training program or acquisition of knowledge or skills which shall benefit the program, the District may pay one hundred percent (100%) of salary for the period of the leave, plus tuition, books and other necessary expenses as deemed appropriate by the District.

11.12 PATERNITY LEAVE

11.12.1 When the physical condition of the expectant mother necessitates it, a father may have his personal necessity leave extended by five days on her physician's direction.

11.12.2 Upon the birth of the child, the father will be granted two (2) days compensated leave.

ARTICLE XII

EVALUATIONS

12.1 The District shares responsibility for the evaluation and assessment of performance of each faculty member with the faculty. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.

12.2 Written evaluation and assessment of performance whall take place at least once each school year for contract faculty, and at least once every three years for regular faculty. Temporary/hourly faculty will be evaluated during their first semester of employment, and at least once during every four semesters thereafter.

12.2.1 The evaluation team for temporary/hourly faculty will be composed of the following: An instructional administrator, the Division Chairperson, and one other instructor.

12.2.2 The evaulation team for full-time certificated staff will be composed of the following: An Instructional Dean, the Division Chairperson, and one full-time certificated staff member. The Division Chairperson will chair the committee.

12.3 The team for evaulation for tenured status will be the same except for the addition of one more full-time, permanent faculty member.

12.4 For regular and contract staff members, the evaluation process will include the following:

12.4.1 Classroom observation.

12.4.2 Review of all teaching materials used.

12.4.2.1 Course outlines.

12.4.2.2 Classroom handouts and sample tests.

12.4.2.3 Examination of course textbook.

12.4.2.4 A review of the instructor's grading patterns.

12.4.3 Student Evaluations.

12.4.4 Self-Evaluation.

12.4.5 Administrative Evaluation.

12.5 For temporary/hourly teaching staff, the evaluation process will include the following:

12.5.1 Student Evaluations.

12.5.2 Classroom observation by at least one of the members of the Evaluation Team stipulated in 12.2.1.

12.5.3 Following an analysis of the results of student evaluations by the evaluation team, if the situation warrents it, any or all of the steps in 12.4 may be followed.

12.6 The evaluation team for counselors, full or part-time, will be composed of the following: An administrator from Student Services, a counselor, and another certificated staff member.

12.6.1 Student evaluations will be obtained from a Satisfaction Survey distributed to the students counseled by the counselor during the prior two years, and will be a part of the evaluation of counselors.

12.6.2 Results of student evaluations will be reported in terms of knowledge of District requirement; transfer requirements; adequacy of program developed; and knowledge of vocational opportunities, if appropriate.

12.7 Review: the certificated staff member shall meet with the appropriate Dean and the Division Chair to review the results of the evaulation. The Dean shall, in writing, make specific recommendations, if warranted, concerning the methods to be used to improve teaching and related institutional and professional activities.

12.8 The employee shall be provided a copy of the written evaluation at the meeting.

12.9 The Chairperson of the Evaluating Team and the evaluatee shall both sign the final evaluation as an indication that the meeting took place.

12.10 The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.

12.11 The team may make formal recognition of areas of exemplary performance on the part of the evaluatee in the written evaluation. Should the team note specific deficiencies in the evaluation, reasonable assistance will be provided the evaluatee in developing a plan to correct the deficiencies.

12.12 The objective decisions of the team shall not be subject to Article XIV, Grievance Procedure, of the Agreement.

12.13 In evaluating to grant or deny tenure, the divisional staff members of the committee will include at least one member of the Faculty Senate.

12.14 The Faculty Senate will review the evaluation to grant or deny tenure and make a recommendation to the Board of Trustees for or against granting tenure.

12.15 The Association will be consulted in the development of forms or criteria to be utilized in relation to this article.

12.16 STUDENT EVALUATIONS

12.16.1 Frequency: Student evaluations will be obtained in one class for every instructor, every semester at District expense.

12.16.2 The results of student evaluations will be reported to the Dean and the evaluatee. During the regular evaluation, the Team will be given copies of the accumulated student evaluations.

12.16.3 Review: Each instructor shall meet with the appropriate Dean to discuss the results of the student responses. The Dean shall make specific recommendations concerning the methods to be used for improving each rating summary.

12.17 IMPROVEMENT OF INSTRUCTION

12.17.1 When or if the evaluation committee recommends some follow-up for the improvement of instruction the instructor's Division Chairperson, Instructional Dean and the instructor, will select two faculty members to assist in the process of evaluating the committee's recommendation, and in attempting to find a means for assisting the instructor in improving his/her performance. The team may recommend other remedies as appropriate.

ARTICLE XIII

SAFETY AND SECURITY COMMITTEE

13.1 MEMBERSHIP

13.1.1 The committee shall consist of three (3) unit members, one (1) administrator, and two (2) classified employees.

13.1.1.1 Appointment of committee members shall be made in the following manner:

a) BCFA President appoints three (3) unit members.

b) Administration appoints one (1) administrator or supervisor.

c) Administration appoints two (2) classified employees.

13.2 BUSINESS PROCEDURES

13.2.1 General

13.2.1.1 All meetings shall be open to unit members, students and management persons.

13.2.1.2 Written minutes shall be kept of all action taken by the committee.

13.2.1.3 The committee shall determine the procedure for presentations to be made before it.

13.2.1.4 A quorum shall consist of four (4) members.

13.2.1.5 A chairperson shall be elected from the committee membership.

13.2.1.6 Each committee member shall have one (1) vote.

13.2.1.7 It is recommended that the committee meet not less than once every three (3) months.

13.3 REPORTS

13.3.1 The Safety Committee will make a recommendation to the Assistant Dean of Managerial Services and the Superintendent/President. The Assistant Dean of Managerial Services and/or the Superintendent/President will report back to the Safety Committee at their next regular meeting, the actions taken or the results of their investigation.

13.3.2 In the event that the safety conditions complained of are not resolved to the satisfaction of the complainant and the Safety Committee, recourse may be made to the Board of Trustees.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 DEFINITIONS AND GUIDELINES

14.1.1 A grievance is an allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of any of the provisions of this Agreement.

14.1.2 Academic year is the period commencing with September 1 and ending with June 30.

14.1.3 A grievant shall be an employee of the District who is a member of the unit. The Association may also be a grievant.

14.1.4 A day is any day in which the central administrative office of the college is open for business.

14.2 TIME LINE

14.2.1 A grievance must be filed within 25 days of its occurrence in order to be considered.

14.2.2 A unit member or the involved administrative official may postpone the time line during scheduled vacation periods by giving written notice to the other party.

14.1.4.1. In such cases, the time line will commence on the first scheduled workday after the vacation period.

14.3 PURPOSE

14.3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.

14.3.2 Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

14.3.3 The aggrieved person may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the grievance and the resolution.

14.3.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement.

14.3.5 If a grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Agreement, it shall not be subject to further arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

14.3.6 In the event a grievance is filed at such time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year, and if left unresolved until the beginning of the following academic year, and if this delay could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District.

14.4 PROCEDURE

14.4.1 Level One: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant will discuss the grievance with the appropriate administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter informally.

14.4.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing with the Superintendent/President of the college of his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the informal discussion provided at Level One.

14.4.2.1 Within ten (10) days after receipt of the written grievance by the District Superintendent/President of the college or his/her designee, he/she will meet with the aggrieved person, and if requested by the grievant, the President of the Association or the President's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the college's Superintendent/President or the Superintendent/President 's designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two.

14.4.3 Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days following the Level Two meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days, request in writing to the Superintendent/President or the Superintendent/President's designee, that the grievance be submitted on the appropriate form to the Board of Trustees. This appeal shall include a copy of the original grievance, the decisions rendered, and a statement of the reason(s) for appeal.

14.4.4 Optional: The grievant may at this level request the information of a fact-finding panel, thus:

14.4.4.1 The panel shall consist of two members of the unit and two members of the administration;

14.4.4.2 No person who has been involved in the grievance up to this point shall be appointed;

14.4.4.3 The function of the panel shall be to review all data related to the grievance and determine if additional relevant facts are available that could be useful in the final determination;

14.4.4.4 The panel shall, in writing within fifteen (15) days submit its findings to the Board of Trustees.

14.4.4.4.1 The Board of Trustees shall base its decision solely on the written record unless, upon review, the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

14.4.4.4.2 The Board shall inform the grievant, in writing, of its decision within twenty (20) days after receiving the grievance or the fact-finding report.

14.4.4.5 This level represents the final step in the grievance procedure.

ARTICLE XV

RETIREMENT

15.1 REDUCED TEACHING SERVICE PROGRAM--IMPLEMENTATION AND REGULATIONS: In accordance with Education Code, the District shall establish a Reduced Teaching Service Program, and the same shall be implemented by regulations set for below.

15.1.1 A faculty member must have reached the age of fifty-five (55) (or as modified by the Education Code) prior to reduction in workload.

15.1.2 The faculty member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

15.1.3 The option of part-time employment may be exercised at the request of the faculty member with concurrence of the District, and can be revoked only with the mutual consent of the District and faculty member.

15.1.4 The faculty member shall be paid a salary which is the prorata share of the salary the faculty member would be earning had such faculty member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the faculty member makes the payments that would be required if full-time employment were continued. Employees shall be entitled to employee benefits on a prorata basis in relation to percentage of annual contract.

15.1.5 The minimum part-time employment shall be the equivalent of 50% or more of annual load and required by the faculty member's contract of employment during the faculty member's final year of service in a full-time position.

15.1.6 A faculty member participating in this program shall receive the credit under the STRS the faculty member would receive if employed on a full-time basis with a retirement allowance, as well as other benefits to which faculty member is entitled under the Education Code, based upon the salary that the faculty member would have received if employed on a full-time basis, and both said faculty member and the District shall contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

15.1.7 A faculty member in the Reduced Teaching Services Program may remain therein for a period of five (5) years or to the end of the fiscal year in which the faculty member attains the age 60, whichever comes first, at which time the faculty member shall retire.

15.1.8 The District shall determine the number of faculty who may enter the program in any year.

15.1.9 Any modification in the level of part-time service of a faculty member who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the faculty member. It is the intent of this program to provide options for faculty for part-time employment to phase in their retirement programs. Thus, return to full-time service by any faculty member who has entered into this program is not permitted under this section without the express mutual consent of the member and the District.

15.2 EXTENDED LEAVE PLAN: The employee may request an indefinite leave to begin and terminate upon the mutual agreement of the employee of the District.

15.2.1 Eligibility: Any certificated staff member who has been employed full-time by the District for 10 or more years and now has attained the age of 50 years may apply.

15.2.2 No salary will accrue; however, the staff member on extended leave may opt to teach on a prorata pay basis for not more than 25% of a normal load in any given school year.

15.2.3 The employee on extended leave will receive the same fringe benefits and salary increase on prorata basis as any full-time certificated employee until the age of legal retirement.

15.2.4 The employee on extended leave will receive the same fringe benefits and salary increases (on a prorata basis as any full-time certificated employee until the age of legal retirement.

15.2.5 Any qualified member of the certificated staff may apply for the extended leave option prior to February 1 in any given year for the succeeding year. The District reserves the right to deny the request.

15.3 EARLY RETIREMENT

15.3.1 Employees who have been employed by the District for at least 10 years and retire between the ages of 55 and 64 shall be eligible to District sponsored medical insurance for the employee and their dependents until the early retiree reaches the age of 65 or becomes eligible for medicare whichever occurs first.

15.3.1.1 The District will pay 75% of the medical/hospital premiums and the retiree will pay 25% of the medical/hospital premium.

ARTICLE XVI

DIVISION CHAIRS

16.1 Division Chairperson: A District Certificated employee appointed to serve as Division Chairperson shall perform assigned duties to the District consistent with the provisions of this Article and Governing Board Policies. Compensation shall be $4,300 per annum and is subject to STRS contribution.

16.2 Scope of Assignment: The Division Chairperson is responsible for implementing District Policy and Procedure within the assigned division. Duties include recommendation and/or decision-making in areas of personnel, evaluation, class scheduling, budget development, curriculum, catalog revision, equipment, facilities, and other Division activities as assigned.

16.3 Selection/Term/Removal: Division Chairpersons shall be appointed by the District to serve a term of three (3) years unless subject to the following:

16.3.1 The Chairperson is notified on or before January 15 of each year that performance is below standards and

16.3.2 If during the remainder of the academic year the Chairperson is unable to meet acceptable standards, then

16.3.3 Upon recommendation by the Dean of Instruction, the Superintendent/President may remove the Division Chairperson.

16.3.4 Chairpersons refusing to perform assigned duties during the established work period may be subject to immediate removal by the Dean of Instruciton.

16.4 Calendar/Work Year/Hours: The work year shall consist of 20 days worth of extra duty to be assigned by the Dean of Instruction, as needed, within an 11 month period. No more than 8 work days (64 hours) shall be scheduled between the close of school in June and the start of school in September as follows:

16.4.1 No more than four (4) work days shall be scheduled, if necessary, immediately after Commencement.

16.4.2 No more than four (4) work days shall be scheduled, if necessary, immediately preceding the day instructors are required to return in the fall.

16.4.3 Once a Division Chairpersons' schedule is established it may be changed only with the written approval of the Dean of Instruction.

16.4.4 During the 178 day instructional year, work hours will be scheduled to meet the needs of the District and are subject to the approval of the Dean of Instruction. Time shall be accounted for by the Division Chariperson to the Dean of Instruction or his/her designee.

16.4.5 The four (4) work day assignments that pre and post the regular 178 day instructional year may be scheduled in eight hour increments or other blocks of time that best serve the needs of the District. All such scheduling of this time is subject to the approval of the Dean of Instruction or designee and shall be accounted for by the Division Chariperson.

16.5 Responsibilities: Responsibilities of the Division Chair shall include:

16.5.1 Coordinating with the staff of their respective divisions, and with each other in planning and creating the term and annual schedules of classes.

16.5.2 Assist in editing of the catalog, review of course outlines, and implementation of curricular changes.

16.5.3 May serve as a voting member of the Curriculum Committee.

16.5.4 Assist in the evaluation of contract, regular, and adjunct faculty as prescribed by appropriate provisions of AB 1725.

16.5.5 Prepare and recommend an annual division budget.

16.5.6 Serve as liaison between the Dean of Instruction and divisional staff.

16.5.7 Recommends major curriculum and other program changes to the Dean of Instruction.

16.5.8 Perform other division related duties as assigned by the Dean of Instruction.

16.6 Evaluation: Division Chairs shall be evaluated annually by the Dean of Instruction pursuant to the duties and responsibilities of their position.

ARTICLE XVII

SAVINGS PROVISION

17.1 If any provisions of this contract or any application thereafter to any unit employee or group of unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions of application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

18.1 It is agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extend permitted by state law and that in the absence of specific provisions in this agreement such practices and procedures are discretionary.

18.2 Accept as set for in Article XIX, during the term of this agreement, the association expressly waives and relinquishes the right to meet and negotiate with the district and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement.

ARTICLE XIX

REOPENERS

19.1 **TERM**: A three (3) year agreement from July 1, 1988 to June 30, 1991.

19.1.1 The District and the Association mutually agree to reopen this agreement in Summer or Fall of 1990 to negotiate the impact of any savings resulting from increase in productivity and or management generated improvements (Salary), and two additional items by each party.

19.1.2 The District and the Association agree to reopen this a Agreement as necessary to negotiate the effects of AB1725.

APPENDIX A
BARSTOW COMMUNITY COLLEGE DISTRICT

Certificated Salary Schedule
1988-1989

Column	I	II	III	IV	V
STEP	M.A.	M.A. with B.A. plus 45 sem. units	M.A. with B.A. plus 60 sem. units	M.A. with B.A. plus 75 sem. units	M.A. with B.A. plus 90 sem. units
1	22,932	24,152	25,370	26,567	27,777
2	24,152	25,370	26,567	27,777	29,002
3 **	25,370	26,567	27,777	29,002	30,223
4	26,567	27,777	29,002	30,223	31,419
5	27,777	29,002	30,223	31,419	32,638
6	29,002	30,223	31,419	32,638	33,858
7	30,223	31,419	32,638	33,858	35,782
8	31,419	32,638	33,858	35,782	36,270
9 ***	32,638	33,858	35,782	36,270	37,490
10	33,858	35,782	36,270	37,490	38,708
11	35,782	36,270	37,490	38,708	39,926
12	36,270	37,490	38,708	39,926	41,122

** Teachers with provisional credentials shall not proceed beyond Step 3.

*** Maximum starting salary.

An additional $800 will be paid for an earned Doctor's Degree.

Teachers with less than an M.A. or Class Temporary Credential will receive $500 less than Column I of this schedule.

1987-88 Schedule plus 7%

File: SALARY(2)

APPENDIX B
BARSTOW COMMUNITY COLLEGE DISTRICT

Certificated Salary Schedule
1989-1990

Column	I	II	III	IV	V
STEP	M.A.	M.A. with B.A. plus 45 sem. units	M.A. with B.A. plus 60 sem. units	M.A. with B.A. plus 75 sem. units	M.A. with B.A. plus 90 sem. units
1	24,308	25,601	26,892	28,161	29,444
2	25,601	26,892	28,161	29,444	30,742
3 **	26,892	28,161	29,444	30,742	32,036
4	28,161	29,444	30,742	32,036	33,304
5	29,444	30,742	32,036	33,304	34,596
6	30,742	32,036	33,304	34,596	35,889
7	32,036	33,304	34,596	35,889	37,182
8	33,304	34,596	35,889	37,182	38,446
9 ***	34,596	35,889	37,182	38,446	39,739
10	35,889	37,182	38,446	39,739	41,030
11	37,182	38,446	39,739	41,030	42,322
12	38,446	39,739	41,030	42,322	43,589

** Teachers with provisional credentials shall not proceed beyond Step 3.

*** Maximum starting salary.

An additional $800 will be paid for an earned Doctor's Degree.

Teachers with less than an M.A. or Class Temporary Credential will receive $500 less than Column I of this schedule.

1988-89 Schedule + 6%

File: SALARY(2)

ERIC Clearinghouse for Junior Colleges
DEC 20 1991